

1 David P. Wolds (Bar No. 96686)
 2 Laura B. Riesenbergs (Bar No. 185830)
 3 Farzeen Essa (Bar No. 246971)
 4 PROCOPIO, CORY, HARGREAVES &
 SAVITCH LLP
 5 530 B Street, Suite 2100
 6 San Diego, California 92101
 7 Telephone: 619.238.1900
 8 Facsimile: 619.235.0398

9 Attorneys for Defendant,
 10 ASSOCIATED GENERAL CONTRACTORS OF
 AMERICA, SAN DIEGO CHAPTER, INC.
 APPRENTICESHIP & TRAINING TRUST FUND

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

11 SOHIL KARIMY,

12 Plaintiff,

13 v.

14 ASSOCIATED GENERAL CONTRACTORS
 15 OF AMERICA – SAN DIEGO CHAPTER,
 16 INC., APPRENTICESHIP & TRAINING
 TRUST FUND,

17 Defendant.

18 Case No. 08 CV 0297 L (CAB)

19 **SUPPLEMENTAL DECLARATION OF
 20 PETE SAUCEDO IN SUPPORT OF
 21 DEFENDANT ASSOCIATED
 22 GENERAL CONTRACTORS OF
 23 AMERICA, SAN DIEGO CHAPTER,
 24 INC. APPRENTICESHIP & TRAINING
 25 TRUST FUND'S MOTION TO
 26 DISMISS WITH PREJUDICE
 27 [FED.R.CIV.P. §12(b)(1)]**

28 Judge M. James Lorenz

1 Date: June 23, 2008

2 Time: 10:30 a.m.

3 Ctrm: 14

4 I, Pete Saucedo, declare:

5 1. I am employed by Associated General Contractors of America, San Diego Chapter,
 6 Inc. Apprenticeship and Training Trust Fund (“Trust Fund”) as the apprenticeship and training
 7 director of the apprenticeship training program funded through the Trust Fund (“Training
 8 Program”). I have held that position since 2001. If called upon to testify, I can truthfully and
 9 competently do so as to all facts set forth herein based upon my personal knowledge.

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2 2. As the apprenticeship and training director of the Training Program, I am
3 responsible for the day-to-day operations of the Training Program. I am also familiar with the
4 hiring of the Trust Fund employees, such as the Training Program coordinators, directors,
5 instructors, and staff employees.

6 3. During 2005, I provided Trust Fund employees and new hires with copies of the
7 Trust Fund's At-Will Employment and Arbitration Agreement ("Agreement"). I presented the
8 Agreement to Trust Fund employees, including Karimy. I provided information to Karimy
9 concerning the terms of the Agreement, including the arbitration of employee and Trust Fund
10 claims, and the at-will nature of employment. As my regular practice, I provided copies of the
11 Agreement to employees and provided them an opportunity to read the Agreement and ask
12 questions about the terms of the Agreement before executing the Agreement. Karimy provided me
13 with an executed copy of the Agreement.

14 4. During April 2006, Karimy was promoted to director of operations and education
15 for the Training Program. In this position, he was primarily responsible for managing and
16 supervising coordinators employed by the Trust Fund. As part of his managerial responsibilities
17 he was required to provide copies of the Agreement to newly hired apprenticeship coordinators. In
18 addition, I instructed Karimy as part of his managerial responsibility to provide information to new
19 hires regarding the terms of the Agreements. I am informed and believe that he provided the
20 Agreements to newly hired apprenticeship coordinators under his supervision during April 2006
21 through September 2007, and that certain newly hired apprenticeship coordinators executed the
22 Agreements.

23 5. Following Karimy's promotion during 2006, I personally provided Karimy with a
24 copy of the Agreement that identified his new position as director of operations and education
25 with the Trust Fund. Other than identifying Karimy's change in job title, the Agreement was the
26 same as the Agreement he had executed during 2005, and as the Agreements that he provided to
27 apprenticeship coordinators. When provided with the Agreement identifying his new position,
28 Karimy did not ask me to explain what he was signing. After executing the Agreement

1 identifying his new position, Karimy did not ask me what he had signed. I did not impose a time
2 limit during which Karimy was required to review, execute or return the Agreement.

3 6. I have no recollection of Karimy asking me to provide him with a copy of the
4 Trust Fund's Employment Arbitration Rules and Procedures at any time during his employment.
5 At no time did I refuse to provide Karimy with a copy of the Trust Fund's Employment
6 Arbitration Rules and Procedures.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct.

9 Executed on this 16th day of June 2008, at San Diego, California.



Pete Saucedo

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